

Government of Liberia  
MILLENNIUM CHALLENGE ACCOUNT LIBERIA  
F&F Building, 2<sup>nd</sup>/3<sup>rd</sup> Floor  
63 United Nations Drive  
Coconut Plantation, Mamba Point  
Monrovia, Liberia

**REQUEST FOR QUOTATION**

**RFQ Ref: 4A1508/CA/005**

**Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Each of Two Groups each with 25 Participants (Lot 1 and Lot 2)**

*June 05, 2019*

**Name and Address of the Supplier**

Monrovia

Tel: +231 -----

Email: -----

1. Millennium Challenge Account –Liberia (“MCA-Liberia”) is the entity created by the Government of Liberia (“Government”) to manage and implement the activities contained in the Millennium Challenge Compact entered into between the Government and the Millennium Challenge Corporation (“MCC”) on behalf of the United States of America. Accordingly, MCA-Liberia intends to procure the goods and services for which details are provided below (**Annex 1**).
2. You are invited to submit your price quotation for the **Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Each of Two Groups each with 25 Participants (Lot 1 and Lot 2) for a period of 2 days from July 15, 2019 to July 16, 2019.**
3. The quotation is divided into Two (2) Lots as below and **the Suppliers can quote for both the Lots or Any One Lot depending on the space availability at the Hotel.**

**Lot 1 -** Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Group 1 (one) of 25 Participants for a period of 2 days from July 15, 2019 to July 16, 2019.

*Shirley  
25/06/19*

**Lot 2 -** Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Group 2 (two) of 25 Participants for a period of 2 days from July 15, 2019 to July 16, 2019

4. You are required to provide a quote for all items in accordance with the format contained in this Request for Quotation. Failure to provide a quote for all items within each of the Lot in the required format may render your quotation incomplete and thus non-responsive during the evaluation process.
5. Brief Description and Quantity of the Goods and Services to be supplied for each of the Lot:

No	Description and Specifications	Qty.	
		Lot 1 for Group 1 of 25 persons	Lot 2 for Group 2 of 25 persons
1.	Hall Rental (As per number of people, required services and materials/equipment, please see detailed specification under Annex 1)	Two (2) Days: July 15 – 16, 2019	Two (2) Days: July 15 – 16, 2019
2.	Breakout Rooms	Two; one for 13 persons and another for 13 persons	Two; one for 13 persons and another for 13 persons
3.	Full Breakfast	One Breakfast for 25 persons on July 15, 2019  One Breakfast for 25 Persons on July 16, 2019	One Breakfast for 25 persons on July 15, 2019  One Breakfast for 25 Persons on July 16, 2019
4.	Coffee Breaks (As per menu and/or services, please see detailed specification under Annex 1)	Two coffee breaks for 25 persons on July 15, 2019  Two coffee breaks for 25 Persons on July 16, 2019	Two coffee breaks for 25 persons on July 15, 2019  Two coffee breaks for 25 Persons on July 16, 2019
5.	Lunch (As per menu and/or services, please see detailed specification under Annex 1)	25 Persons: July 15, 2019  25 Persons: July 16, 2019	25 Persons: July 15, 2019  25 Persons: July 16, 2019

6. You are required to submit an authorization letter for the authorized representative of the supplier signing the quotation, demonstrating that the person signing has been duly authorized to sign.
7. Your quotation should display the GST/VAT amounts.
8. Your priced quotation for the **Venue and Meals for the each of the Lot for MCA-Liberia Program Closure Sustainability Workshop** listed in Annex 1 of this RFQ should be submitted to the email address below under clause 13 on or before **June 12, 2019 at 5:00 pm** Liberia time in the format provided under Annex 2 below. **Quotations must be made electronically in a format that cannot be altered (pdf format is preferred). Hard copy submissions may not be accepted.**

*Abdul Jareed*  
25/06/19

<b>Submission Requirements:</b>	
<b>Currency</b>	USD
<b>Required Goods and Services</b>	Refer to Annex 1 below.
<b>Quotation Validity</b>	30 days
<b>Quotations submitted via:</b>	Email (pdf format is preferred) to the email address in clause 13, below

9. This requirement is open to eligible suppliers as defined in the MCC Program Procurement Guidelines (<https://www.mcc.gov/resources/doc/081515-program-procurement-guidelines>). Each supplier will undergo eligibility verification during the evaluation process, and throughout the life of the contract, in accordance with MCC Guidance on Excluded Parties Verification Procedure.

10. Evaluation of offers and award of purchase order:

Offers determined to be substantially responsive to the description of goods and services will be evaluated by comparison of quoted prices, using the Shopping procurement method, in accordance with MCC Program Procurement Guidelines. A Purchase Order will be issued to the Supplier offering the total lowest evaluated quotation price and that meets the required description of goods and services on all items.

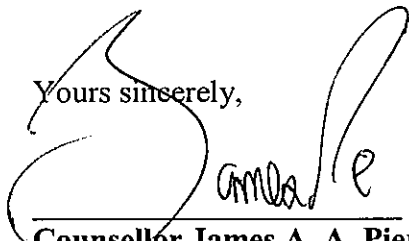
11. Bid Challenge: Suppliers may challenge the results of a procurement only according to the rules established in the Bid Challenge System developed by the MCA-Liberia and approved by MCC. The rules and provisions of the Bid Challenge System are as published on the MCA-Liberia's website at [www.mca.gov.lr](http://www.mca.gov.lr).

12. The Purchaser is not bound to accept any quotation submitted by the invited Suppliers and may cancel the procurement process at any time without providing any justification to the Suppliers.

13. Your quotation in the required format should be addressed and submitted to:

**MCA-Liberia Procurement Agent**  
 Email: [MCALiberiaPA@cardno.com](mailto:MCALiberiaPA@cardno.com)

Yours sincerely,



**Counsellor James A. A. Pierre II**  
**General Counsel**  
**MCA-Liberia**

*Aboufawes*  
 25/06/19

Annex 1

DESCRIPTION OF GOODS AND SERVICES

Participating Organizations:

Millennium Challenge Account-Liberia (MCA-L)  
Millennium Challenge Corporation (MCC)

Lot 1 (For Group 1 (one) of 25 Participants):

Program Closure Sustainability Workshop Session Dates: July 15 and July 16, 2019  
(Full-time)

Participants: 25 Persons

Lot 2 (For Group 2 (two) of 25 Participants):

Program Closure Sustainability Workshop Session Dates: July 15 and July 16, 2019  
(Full-time)

Participants: 25 Persons

1. Specification for Hall Rental (Same for Lot 1 and Lot 2)

Two (2) Days  
July 15 and 16, 2019

Room requirements: Full-time use on July 15 and 16, 2019 one main hall for plenary meetings and two break-out rooms (each to accommodate 13 persons) for small group sessions.

1. Main Hall – accommodate 25 persons
  2. Breakout Room 1 – 13 persons
  3. Breakout Room 2 - 13 persons
- Full High-Speed Wireless Internet Access
  - Fully time electricity with full-time AC
  - Seating capacity for 25 people in main workshop hall for exclusive use during workshop plenary sessions on July 15 and 16, 2019
  - Two break-out rooms capable of seating at least 13 persons in each room for exclusive use for break-out sessions on July 15 and 16, 2019.
  - Setup in main workshop shall include podium, tables seating four persons each x 7 tables.
  - 2 small rectangular tables for signing in at the door
  - One PA system with wireless microphones
  - One Projector and Screen
  - Parking space for at least ten (10) vehicles
  - At the beginning of each day, Sixty (60) half liter (0.5L) bottles to be made available in the Main Hall for participants

*Shawnae  
05/06/19*

Day 1..... [July 15] ..... Whole Day  
Day 2..... [July 16] ..... Whole Day

Full breakfast to be provided on both the days.

**2. Specification for Coffee breaks (Same for Lot 1 and Lot 2)**

Two (2) Days

- Coffee break to include tea, coffee, variety of healthy Juices, snacks (The snacks must at least include doughnuts, cakes, and cinnamon rolls)

Day 1..... [July 15] ..... 2 coffee breaks..... 25 persons  
Day 2..... [July 16] ..... 2 coffee breaks..... 25 persons

**3. Specification for Lunch (Same for Lot 1 and Lot 2)**

Two (2) Days

- Buffet lunch with starters, main dishes with at least one vegetarian option, desserts, soft drink, water, coffee or tea

Day 1..... [July 15] ..... 25 persons  
Day 2..... [July 16] ..... 25 persons

**4. Additional Specifications**

- MCA-L to be billed directly for workshop meals, workshop rooms, and Coffee breaks.
- Final list of two groups of 25 participants each for workshops purposes to be provided by MCA-L to hotel by July 1.
- Lunch menu to be approved by MCA-L on or before July 1.
- Venue of workshop must be within Monrovia city and shall be accessible by the participants from MCA-Liberia's office at F&F Building, 63 UN Drive, Coconut Plantation within half an hour.

*Alen Jacobs*  
05/02/19

**Annex 2**

**QUOTATION SUBMISSION FORM**

**Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Each of Two Groups each with 25 Participants (Lot 1 and Lot 2) for a period of 2 days from July 15, 2019 to July 16, 2019**

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

**1. Quotation Price**

#	Description	Qty	Taxes	Total Price USD
A	Lot 1 - Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Group 1 (one) of 25 Participants for a period of 2 days	Lot		
B	Lot 2 - Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Group 2 (two) of 25 Participants for a period of 2 days	Lot		
<b>Total</b>				

**2. Lot-wise Price Schedules**

**A. Lot 1 - Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Group 1 (one) of 25 Participants**

1	2	3	4	5	6	7	8
Item #	Description of Goods/Services	Date	Number of Days / Persons	Net Unit Price In USD	Total Net Price in USD (Column 4 x Column 5)	GST/VAT in USD (10% of Column 6)	Total Gross Amount in USD (Column 6 + Column 7)
<b>1)</b>	<b>HALL RENTAL</b>						
a	Provision of a conference hall with two Breakout rooms in accordance with Annex 1	July 15	1 (one) Day / 25 persons				
b	Provision of a conference hall with two Breakout rooms in accordance with Annex 1	July 16	1 (One) Day / 25 persons				
<b>2)</b>	<b>BREAKFAST</b>						
a	Breakfast in accordance with Annex 1	July 15	25 Persons				
b	Breakfast in accordance with Annex 1	July 16	25 Persons				

*Approved  
05/06/19*

1	2	3	4	5	6	7	8
Item #	Description of Goods/Services	Date	Number of Days / Persons	Net Unit Price In USD	Total Net Price in USD (Column 4 x Column 5)	GST/VAT in USD (10% of Column 6)	Total Gross Amount in USD (Column 6 + Column 7)
<b>3)</b>	<b>COFFEE BREAKS</b>						
a	Coffee Break in accordance with Annex 1	July 15 (1st Break)	25 Persons				
b	Coffee Break in accordance with Annex 1	July 15 (2nd Break)	25 Persons				
c	Coffee Break in accordance with Annex 1	July 16 (1st Break)	25 Persons				
d	Coffee Break in accordance with Annex 1	July 16 (2nd Break)	25 Persons				
<b>4)</b>	<b>LUNCH</b>						
a	Lunch in accordance with Annex 1	July 15	25 Persons				
b	Lunch in accordance with Annex 1	July 16	25 Persons				
<b>Grand Total</b>							

**B. Lot 2 - Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Group 2 (two) of 25 Participants**

1	2	3	4	5	6	7	8
Item #	Description of Goods/Services	Date	Number of Days / Persons	Net Unit Price In USD	Total Net Price in USD (Column 4 x Column 5)	GST/VAT in USD (10% of Column 6)	Total Gross Amount in USD (Column 6 + Column 7)
<b>1)</b>	<b>HALL RENTAL</b>						
a	Provision of a conference hall with two Breakout rooms in accordance with Annex 1	July 15	1 (one) Day / 25 persons				
b	Provision of a conference hall with two Breakout rooms in accordance with Annex 1	July 16	1 (One) Day / 25 persons				
<b>2)</b>	<b>BREAKFAST</b>						
a	Breakfast in accordance with Annex 1	July 15	25 Persons				

*Abu-Jared  
05/06/19*

1	2	3	4	5	6	7	8
Item #	Description of Goods/Services	Date	Number of Days / Persons	Net Unit Price In USD	Total Net Price in USD (Column 4 x Column 5)	GST/VAT in USD (10% of Column 6)	Total Gross Amount in USD (Column 6 + Column 7)
b	Breakfast in accordance with Annex 1	July 16	25 Persons				
<b>3)</b>	<b>COFFEE-BREAKS</b>						
a	Coffee Break in accordance with Annex 1	July 15 (1st Break)	25 Persons				
b	Coffee Break in accordance with Annex 1	July 15 (2nd Break)	25 Persons				
c	Coffee Break in accordance with Annex 1	July 16 (1st Break)	25 Persons				
d	Coffee Break in accordance with Annex 1	July 16 (2nd Break)	25 Persons				
<b>4)</b>	<b>LUNCH</b>						
a	Lunch in accordance with Annex 1	July 15	25 Persons				
b	Lunch in accordance with Annex 1	July 16	25 Persons				
<b>Grand Total</b>							

**Important information for bidders:**

1. Quote the price for the items.
2. The total GST/VAT amount for each item should be stated separately in the space provided.
3. The currency of the quotation should be US Dollars.
4. Day means a calendar day and Week equals seven (7) days.
5. The supplier has three (3) days to sign the Purchase Order Agreement from the date it is received.

Our grand total includes all cost needed to provide the goods/services as per the requirement in the Request for Quotation.

**Our Quotation is valid for thirty (30) days from the date of Submission.**

**We are attaching herewith the letter in support as authorization for the person signing the quotation (Supplier to Attach the Letter of Authorization Accordingly).**

*Allyson Jacobs*  
05/06/17



**Our full valid contact details are attached including our email address.**

Name of the Person Authorized to Sign the Quotation: \_\_\_\_\_

Position of the signatory in Organization: \_\_\_\_\_

Signature of the Authorized Person: \_\_\_\_\_

Date: \_\_\_\_\_

Physical Address: \_\_\_\_\_

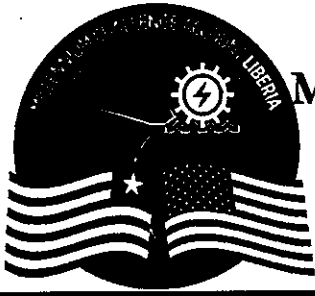
Email Address: \_\_\_\_\_

*Alan Jacob*  
05/06/19

ANNEX 3

PURCHASE ORDER AGREEMENT

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*05/06/19*



**REPUBLIC OF LIBERIA**  
**MILLENNIUM CHALLENGE ACCOUNT**

2<sup>nd</sup> & 3<sup>rd</sup> Floors, F & F Building  
63 United Nations Drive, Coconut Plantation, Mamba Point  
Monrovia, Liberia  
Tel: +231 7701 44444 / 0888 828 988  
Email: info@mca.gov.lr



\_\_\_\_\_, 2019

[Name & Address of Supplier]

Monrovia  
Liberia

Email: \_\_\_\_\_  
Contact Number(s): +231 \_\_\_\_\_

Dear Sir/Madam

**Sub:** \_\_\_\_\_ **(REF. #)**

This is to notify you that your Quotation dated \_\_\_\_\_ for the  
\_\_\_\_\_ for the quoted net price of US\$ \_\_\_\_\_  
**Excluding GST/VAT** is hereby accepted by the Purchaser.

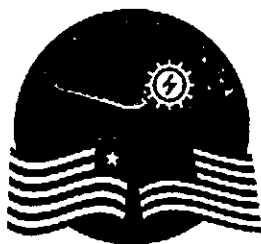
You are hereby instructed to proceed with the \_\_\_\_\_ in  
accordance with the Terms and Conditions of the Purchase Order Agreement attached hereto,  
and upon its Effective Date.

You are requested to sign the attached Purchase Order Agreement and return a signed version  
to MCA-Liberia.

Yours Sincerely,

\_\_\_\_\_  
**Mr. Monie R. Captan**  
**Chief Executive Officer**  
**MCA-Liberia**

*Alber Jans*  
25/06/19



**MILLENNIUM CHALLENGE ACCOUNT LIBERIA**

**Purchase Order No:** \_\_\_\_\_

**PURCHASE ORDER AGREEMENT**

**for**

**Supply and Delivery of** \_\_\_\_\_

**Issued to:**

**[NAME OF SUPPLIER]  
("Supplier")**

\_\_\_\_\_, 2019

*Alen Francis  
05/06/19*

## PURCHASE ORDER AGREEMENT

THIS PURCHASE ORDER AGREEMENT ("Agreement") is entered into on the Effective Date as defined herein by and between **MILLENNIUM CHALLENGE ACCOUNT-LIBERIA** ("Purchaser"), represented by its Chief Executive Officer, Monie R. Captan, having its principal place of business at *2nd and 3rd Floor, F & F Building, 63 United Nations Drive, Mamba Point, Coconut Plantation, Monrovia, Liberia* and **[NAME OF SUPPLIER]** ("Supplier"), represented by its **[POSITION]**, **[NAME]**, having its principal place of business at **[ADDRESS]** *Monrovia, Liberia*; as the context requires, the Purchaser and the Supplier are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

### SPECIFIC TERMS OF THIS PURCHASE ORDER AGREEMENT:

- 1) In accordance with your quotation dated \_\_\_\_\_, 2019 with the reference number \_\_\_\_\_, you are required to supply to MCA-Liberia (the "Purchaser") the items as detailed below (the "Goods/Services"):

#	Description	Qty	Taxes	Total Price USD
A	Lot 1 - Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Group 1 (one) of 25 Participants for a period of 2 days	Lot		
B	Lot 2 - Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Group 2 (two) of 25 Participants for a period of 2 days	Lot		
<b>Total</b>				

#### A. Lot 1 - Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Group 1 (one) of 25 Participants

1	2	3	4	5	6	7	8
Item #	Description of Goods/Services	Date	Number of Days / Persons	Net Unit Price In USD	Total Net Price in USD (Column 4 x Column 5)	GST/VAT in USD (10% of Column 6)	Total Gross Amount in USD (Column 6 + Column 7)
<b>1)</b>	<b>HALL RENTAL</b>						
a	Provision of a conference hall with two Breakout rooms in accordance with Annex 1	July 15	1 (one) Day / 25 persons				
b	Provision of a conference hall with two Breakout rooms in accordance with Annex 1	July 16	1 (One) Day / 25 persons				
<b>2)</b>	<b>BREAKFAST</b>						
a	Breakfast in accordance with Annex 1	July 15	25 Persons				

*Approved  
25/06/19*

1	2	3	4	5	6	7	8
Item #	Description of Goods/Services	Date	Number of Days / Persons	Net Unit Price In USD	Total Net Price in USD (Column 4 x Column 5)	GST/VAT in USD (10% of Column 6)	Total Gross Amount in USD (Column 6 + Column 7)
b	Breakfast in accordance with Annex 1	July 16	25 Persons				
<b>3)</b>	<b>COFFEE BREAKS</b>						
a	Coffee Break in accordance with Annex 1	July 15 (1st Break)	25 Persons				
b	Coffee Break in accordance with Annex 1	July 15 (2nd Break)	25 Persons				
c	Coffee Break in accordance with Annex 1	July 16 (1st Break)	25 Persons				
d	Coffee Break in accordance with Annex 1	July 16 (2nd Break)	25 Persons				
<b>4)</b>	<b>LUNCH</b>						
a	Lunch in accordance with Annex 1	July 15	25 Persons				
b	Lunch in accordance with Annex 1	July 16	25 Persons				
<b>Grand Total</b>							

**B. Lot 2 - Provision of a Hall, Two Breakout Rooms and Meals for the MCA-Liberia Program Closure Sustainability Workshop for Group 2 (two) of 25 Participants**

1	2	3	4	5	6	7	8
Item #	Description of Goods/Services	Date	Number of Days / Persons	Net Unit Price In USD	Total Net Price in USD (Column 4 x Column 5)	GST/VAT in USD (10% of Column 6)	Total Gross Amount in USD (Column 6 + Column 7)
<b>1)</b>	<b>HALL RENTAL</b>						
a	Provision of a conference hall with two Breakout rooms in accordance with Annex 1	July 15	1 (one) Day / 25 persons				
b	Provision of a conference hall with two Breakout rooms in accordance with Annex 1	July 16	1 (One) Day / 25 persons				
<b>2)</b>	<b>BREAKFAST</b>						
a	Breakfast in accordance with Annex 1	July 15	25 Persons				
b	Breakfast in accordance with Annex 1	July 16	25 Persons				

*Approved*  
*8/16/10*

1	2	3	4	5	6	7	8
Item #	Description of Goods/Services	Date	Number of Days / Persons	Net Unit Price In USD	Total Net Price in USD (Column 4 x Column 5)	GST/VAT in USD (10% of Column 6)	Total Gross Amount in USD (Column 6 + Column 7)
<b>3)</b>	<b>COFFEE BREAKS</b>						
a	Coffee Break in accordance with Annex 1	July 15 (1st Break)	25 Persons				
b	Coffee Break in accordance with Annex 1	July 15 (2nd Break)	25 Persons				
c	Coffee Break in accordance with Annex 1	July 16 (1st Break)	25 Persons				
d	Coffee Break in accordance with Annex 1	July 16 (2nd Break)	25 Persons				
<b>4)</b>	<b>LUNCH</b>						
a	Lunch in accordance with Annex 1	July 15	25 Persons				
b	Lunch in accordance with Annex 1	July 16	25 Persons				
<b>Grand Total</b>							

2) **Purchase Order Sum:** The Purchase Order Sum owed to the Supplier is the Total Net Price of \_\_\_\_\_ United States Dollars (US\$ \_\_\_\_\_) which excludes GST/VAT. This amount shall not be subject to any escalation, additional charges or any other increases of whatsoever description.

3) **Completion Period:** In strict accordance with the terms of this Purchase Order Agreement, the Supplier shall satisfactorily deliver the Goods/Services on the dates listed above. The Supplier understands and agrees that time is of the essence with respect to the delivery.

4) **Delivery point:** The Goods/Services are to be delivered at [NAME OF SUPPLIER] as follows:

[PHYSICAL ADDRESS OF SUPPLIER]

The delivery will not be deemed completed until the Supplier has complied in full with the delivery requirements detailed in this Purchase Order Agreement.

5) **Purchase Order Managers:** The Supplier and Purchaser shall each appoint a member of staff who shall be responsible for the routine management of this Purchase Order Agreement.

For Purchaser:

\_\_\_\_\_

*Ally Jones*  
05/06/19

Millennium Challenge Account-Liberia  
F&F Building, 2<sup>nd</sup> Floor  
63 United Nations Drive  
Mamba Point, Coconut Plantation  
Monrovia. Liberia  
Email: \_\_\_\_\_

For Supplier:

Name  
Position  
Name of business  
Street Address  
Monrovia  
Liberia  
Email:

- 6) **Notices:** Any official notice, consent, approval or other communication that is unrelated to the routine management of this Purchase Order Agreement shall be in English and in writing and shall be delivered to the below named Authorized Representative of each party as follows:

To Purchaser:

ATTN: **Mr. Monie R. Captan**  
**Chief Executive Officer**  
MILLENNIUM CHALLENGE ACCOUNT LIBERIA  
F&F Building, 2<sup>nd</sup> Floor  
63 United Nations Drive  
Coconut Plantation, Mamba Point  
Monrovia, Liberia  
Email: [captanm@mca.gov.lr](mailto:captanm@mca.gov.lr)  
(With a copy to Purchase Order Manager: [russl@mca.gov.lr](mailto:russl@mca.gov.lr))

To Supplier:

Name  
Position  
Name of business  
Street Address  
Monrovia  
Liberia  
Email:

- 7) **Payment Condition:** Purchaser shall be obligated to pay 100% of the Purchase Order Sum **within thirty (30) calendar days** of the date of the Acceptance Letter. The following documentation are necessary for Purchaser to make payment:
- i). An original and two copies of the Tax Invoice;
  - ii). The Acceptance Letter

Supplier must furnish items (i-ii) before the Purchaser will issue the Acceptance Letter.

*Handwritten signature and date:*  
05/06/19



8) **Invoicing.** The Tax Invoice must include the following information:

- Invoice number
- Invoice date
- GST/VAT registration number/Tax ID (for Liberian companies and individuals)
- Price excluding GST/VAT
- GST/VAT payable
- Total amount including GST/VAT

For payment by direct bank transfer (Electronic Funds Transfers), please include the following details on the face of the invoice: bank account name (which must be the same as the company/individual's name on the invoice), name of bank, branch, bank account number, BBAN/IBAN number and SWIFT Code. For a USA based bank account, also include the payee's USA Tax ID, ACH Routing number and recipient's street address.

The Invoice(s) MUST be submitted or couriered as follows:

ATTN: Ms. Lenda Russ  
**Director of Finance and Administration**  
Millennium Challenge Account-Liberia  
F&F Building, 2<sup>nd</sup> Floor  
63 United Nations Drive  
Mamba Point, Coconut Plantation  
Monrovia, Liberia  
Email: [russl@mca.gov.lr](mailto:russl@mca.gov.lr)

Any amount due to the Supplier shall be payable to [NAME OF BUSINESS].

- 9) **Tax Exemption:** In compliance with Section 2.6 of the Millennium Challenge Compact (the "Compact") and the Tax Schedules contained in Annex II of the Program Implementation Agreement (the "PIA"), both agreements having been entered in by the United States of America, acting through the Millennium Challenge Corporation, and the Republic of Liberia, acting through the Ministry of Finance and Development Planning, and subsequently ratified by the National Legislature and approved by the President, thereby giving them the force of a treaty, thusly governed by international law, the Purchaser is exempt from any and all taxes that may be applied to any payment that it makes to the Supplier.

In order to implement the Purchaser's tax exemption, in lieu of paying the GST/VAT, the Purchaser shall provide the Supplier a Goods Relief Purchase Order (GRPO) issued by the Liberia Revenue Authority (LRA) to cover the GST amount.

In accordance with the PIA, income derived from this Purchase Order Agreement by the Supplier, that would otherwise be considered taxable due to residency in Liberia, shall not be subject to Liberia's corporate income tax. Except as may be exempt pursuant to the Compact, the Supplier (including its associates, if any), sub-suppliers, and their respective personnel may all be subject to certain taxes (as defined in the Compact) under applicable law (now or hereafter in effect). The Supplier, (including its associates, if any), sub-suppliers and their respective personnel shall pay all such taxes. In the event that any taxes are imposed on the Supplier, its associates, sub-suppliers, or their respective personnel, the price of this Purchase Order Agreement shall not be adjusted to account

*Handwritten signature*  
05/06/19

for such taxes. The Purchaser shall have no obligation to pay or compensate the Supplier, its associates, sub-suppliers, or their respective personnel for any taxes.

- 10) **Failure to Perform:** If the Supplier delivers the wrong quality or quantity of Goods/Services or otherwise delivers Goods/Services that do not conform with the requirements of this Purchase Order Agreement, then without prejudice to any other rights which the Purchaser may have against the Supplier, the Purchaser may, within a reasonable time after delivery, reject the Goods/Services. Any noncompliance on the part of the Supplier is deemed a material breach of this Purchase Order Agreement.
- 11) **Force Majeure:** Neither the Purchaser nor the Supplier shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, war, and fire, provided that the party claiming force majeure shall within seven (7) calendar days from the beginning of such force majeure event notify the other party in writing of the occurrence of the force majeure event and its effect on performance; and provided further that the party claiming force majeure shall take reasonable measures to mitigate the potential impact of the force majeure event on its performance under this Purchase Order Agreement. If the force majeure delay persists for more than thirty (30) calendar days, the other party against whom force majeure was invoked may, without liability on its part, terminate this Purchase Order Agreement.
- 12) **Indemnification:** The Supplier shall protect, defend, indemnify, and hold the Purchaser and its directors, staff members, agents and representatives harmless from and against any damage, demands, causes of action, loss, cost or liability including reasonable attorney fees, for injuries or damage to persons or property arising from acts of omission or commission of the Supplier, and (where applicable) its employees, agents or subcontractors, however caused.
- 13) **Amendments:** No amendments or modifications of any of the terms or provisions of this Purchase Order Agreement shall be binding on the other Party, unless in writing and signed by an authorized representative of both Parties.
- 14) **Waiver:** No waiver by either the Supplier or the Purchaser of any one or more defaults of the other Party in the performance of this Purchase Order Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15) **Assignment:** Neither Supplier nor Purchaser may assign or otherwise transfer any of their rights under this Purchase Order Agreement without the prior written consent of the other Party. Any assignment not expressly permitted hereunder shall be null and void and have no force or effect.
- 16) **Entire Instrument.** This Purchase Order Agreement, including annexes, embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein. This instrument supersedes all previous communications, representations, agreements, negotiations, or understanding whether verbal or written between the Parties.
- 17) **Relationship:** Nothing contained in this Purchase Order Agreement shall be construed as establishing or implying any partnership or joint venture between the Purchaser and the Suppliers and nothing in this Purchase Order Agreement shall be deemed to construe either of the Parties as the agent of the other.

*Henry Jacob*  
05/16/19

- 18) **Severability:** If any term or provision of this Purchase Order Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if this Purchase Order Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 19) **Annex:** The Annexes to this Purchase Order Agreement constitute an integral part of this Agreement.
- 20) **Priority of Documents:** In the event of any discrepancy or inconsistency between the documents that comprise this Purchase Order Agreement, the terms and conditions of the main body of this Purchase Order Agreement shall prevail.
- 21) **Anti-Trafficking in Persons:** MCC has a zero-tolerance policy with regard to Trafficking in Persons. Trafficking in Persons (“TIP”) is the crime of using force, fraud, and/or coercion to exploit another person. Trafficking in Persons can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to ensuring appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the projects it funds. Additional information on MCC’s requirements aimed at combating trafficking in persons can be found in MCC’s Counter-Trafficking in Persons Policy that can be found on MCC’s website (<https://www.mcc.gov/resources/doc/policy-counter-trafficking-in-persons-policy>). The Parties shall therefore strictly comply with the herein referenced policy.
- 22) **Compliance with the Compact:** Any payments made under this Purchase Order Agreement are subject, in all respects, to the terms and conditions of the Millennium Challenge Compact (“Compact”) and related documents, including restrictions on the use, and condition to disbursement, of MCC Funding.
- 23) **Governing Law and Jurisdiction:** The validity, interpretation and enforcement of this Purchase Order Agreement shall be governed by and construed in accordance with the laws of the Republic of Liberia.
- 24) **Counterparts:** This Purchase Order Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered electronically, whether by email or any other electronic transmission, shall have the same force, validity and effect as the originals thereof.
- 25) **Effective Date:** Date of the last signature below shall be the Effective Date of this Purchase Order Agreement.

*Handwritten signature*  
05/06/19

**For Purchaser:**

**For Supplier:**

.....  
**Mr. Monie R. Captan**  
**Chief Executive Officer**

.....  
**NAME**  
**POSITION TITLE**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Monie R. Captan*  
*08/06/19*

ANNEX ONE  
MILLENNIUM CHALLENGE CORPORATION GENERAL PROVISIONS

The Supplier shall comply with (i) this Millennium Challenge Corporation (the "MCC") General Provisions Annex and (ii) any instruction received by the Supplier from MCC regarding the compliance with the terms of this General Provisions Annex notwithstanding any other instruction given by the MCAL. MCAL shall have the right to terminate this BPO if the Supplier fails to comply with this General Provisions Annex or any such instruction of MCC.

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the BPO to which this Annex is attached (the "*Agreement*") and that certain Millennium Challenge Compact by and between the United States of America, acting through MCC, and the Government of Liberia, acting through the Ministry of Finance and Development Planning (the "*Government*"), as may be amended from time to time.

The Government is acting through MCAL, the legal entity established by the Government as responsible for the oversight and management of the implementation of the Compact on behalf of the Government (the "*MCA Entity*"), and has received a grant from MCC pursuant to the Compact, of which it intends to apply a portion of the proceeds of the Compact to eligible payments under this Agreement, provided that (i) such payments will only be made at the request of and on behalf of the MCA Entity and as authorized by the Fiscal Agent, (ii) MCC shall have no obligations to Supplier (for the purposes of this Annex, the "*Contract Party*") under the Compact or this Agreement, (iii) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (iv) no party other than the MCA Entity shall derive any rights from the Compact or have any claim to MCC Funding.

**MCC Status; Reserved Rights; Third-Party Beneficiary**

1. *MCC Status.* MCC is a United States government corporation acting on behalf of the United States government in the implementation of the Compact. As such, MCC has no liability under this Agreement, and is immune from any action or proceeding arising under or relating to this Agreement. In matters arising under or relating to this Agreement, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.
2. *MCC Reserved Rights.*
  - a. Certain rights are expressly reserved to MCC under this Agreement, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Agreement, as well as any amendments or modifications hereto, and the right to suspend or terminate this Agreement.
  - b. MCC, in reserving such rights under this Agreement, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Agreement.
  - c. MCC may, from time to time, exercise its rights, or discuss matters related to this Agreement with the parties to this Agreement, the Government or the MCA Entity, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
  - d. Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, the MCA Entity, MCC or any other person or entity from asserting any right against the Contract Party, or relieve the Contract Party of any Liability, which such entity might otherwise have to the MCA Entity, MCC, or any other party. For the purposes of this clause (d), MCC shall be deemed

*Alen Jacobs*  
08/06/19

to include any MCC officer, director, employee, Affiliate, contractor, agent or representative.

3. *Third-Party Beneficiary.* MCC shall be deemed to be a third party beneficiary under this Agreement.

#### Limitations on the Use or Treatment of MCC Funding.

The use and treatment of MCC Funding in connection with the Agreement does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable Laws or United States government policy. No MCC Funding shall be used for military purposes, for any activity likely to cause a substantial loss of United States jobs or a substantial displacement of United States production, to support any activity likely to cause a significant environmental, health or safety hazard, or to fund abortions or involuntary sterilizations as a method of family planning. MCC Funding shall be free from the payment or imposition of all Taxes as set forth in the Compact.

#### Procurement.

The Contract Party shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Agreement shall be consistent with the general principles set forth in Section 3.6 of the Compact and in the Procurement Guidelines. The Contract Party shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA Entity.

#### Reports and Information; Access; Audits; Reviews.

1. *Reports and Information.* The Contract Party shall maintain such books and records and provide such reports, documents, data or other information to the MCA Entity in the manner and to the extent required by Sections 3.8(a) and (b) of the Compact, and as may be reasonably requested by the MCA Entity from time to time in order to comply with its reporting requirements arising under the Compact. The provisions of Section 3.8(a) and (b) of the Compact that are applicable to the Government shall apply, *mutatis mutandis*, to the Contract Party as if such Contract Party were the Government under the Compact. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)
2. *Access; Audits and Reviews.* The Contract Party shall permit such access, audits, reviews and evaluations as provided in the Compact. The provisions of the Compact that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Contract Party as if such Contract Party were the Government under the Compact. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)
3. *Application to Providers.* The Contract Party shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other Providers in connection with the Agreement. A summary of the applicable requirements may be found on the MCC website at [www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)

*Handwritten:*  
New Jersey  
05/06/19

#### Compliance with Anti-Corruption Legislation.

The Contract Party shall ensure that no payments have been or will be made by such Contract Party to any official of the Government, the MCA Entity, or any third party (including any other government official) in connection with this Agreement in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws. The Contract Party affirms that no payments have been or will be received by any official, employee, agent or representative of such Contract Party in connection with this Agreement in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws.

#### Compliance with Anti-Money Laundering Legislation.

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The Contract Party shall ensure that MCC Funding pursuant to this Agreement is not used for money-laundering activities and, to that end, shall comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by the Contract Party, MCC, the MCA Entity, the Fiscal Agent, the Procurement Agent, or the Bank.

#### Compliance with Terrorist Financing Statutes and Other Restrictions.

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1. The Contract Party shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that such Party knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac), (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on [www.sam.gov](http://www.sam.gov), or (iv) on such other list as the MCA Entity may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
2. The Contract Party shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under the Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the MCA Entity, the Fiscal Agent, or the Bank, as may be applicable. The Contract Party shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility

*Approved  
5/6/19*

Verification Procedures) that can be found on MCC's website at [www.mcc.gov](http://www.mcc.gov). The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.

3. Other restrictions on the Contract Party shall apply as set forth in Section 5.4(b) of the Compact with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or the MCA Entity, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any Supplemental Agreement or that materially and adversely affects the Program Assets or any Permitted Account.

#### Publicity, Information and Marking.

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The Contract Party shall cooperate with the MCA Entity and the Government to provide the appropriate publicity to the goods, works and services provided under this Agreement, including identifying Program activity sites and marking Program Assets as goods, services, and works funded by the United States, acting through MCC, *provided*, any announcement, press release or statement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to prior approval by MCC and shall be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters. Upon the termination or expiration of the Compact, MCC may request the removal of, and the Contract Party shall, upon such request, remove, or cause the removal of, any such markings and any references to MCC in any publicity materials. MCC shall have the right to use any information or data provided in any report or document provided to MCC for the purpose of satisfying MCC's reporting requirements or in any other manner.

#### Insurance.

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The Contract Party shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of the Agreement. The Contract Party shall be named as payee on any such insurance and the beneficiary of any such guarantee, including performance bonds. MCC and the MCA Entity shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Contract Party shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, services, works, *provided, however*, at MCC's election, such proceeds shall be deposited in an account as designated by the MCA Entity and acceptable to MCC or as otherwise directed by MCC.

#### Conflict of Interest.

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The Contract Party shall ensure that no person or entity shall participate in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Agreement and MCC the conflict of interest and, following such disclosure, the parties to this Agreement agree in writing to proceed notwithstanding such conflict. The Contract Party shall ensure that no person or entity involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity,

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favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time.

#### Inconsistencies.

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In the event of any conflict between this Agreement and the Compact and/or the Program Implementation Agreement, the term(s) of the Compact and/or the Program Implementation Agreement shall prevail.

#### Other Provisions

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The Contract Party shall abide by such other terms or conditions as may be specified by the MCA Entity or MCC in connection with the Agreement.

#### Flow-Through Provisions.

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In any subcontract or subaward entered into by the Contract Party, as permitted by the Agreement, the Contract Party shall ensure the inclusion of all the provisions contained in this Annex.

*Alvarez*  
25/06/19

ANNEX TWO  
TECHNICAL SPECIFICATIONS

*Amey*  
*05/06/19*

ANNEX THREE  
SUPPLIER'S QUOTATION

*Abulhasan*  
*28/06/17*

ANNEX FOUR  
REQUESTED CLARIFICATION AND RESPONSES

*Mr. Jacobs*  
*25/06/19*